



# Inspectly

CONSTRUCTION · SOFTWARE · QUALITY

## Terms of Service V1.4

Version last updated 07-07-2023

Inspectly ApS | Lægårdsvej 24 | 8520 Lystrup | +45 7060 6055  
contact@inspectly.com | www.inspectly.com | CVR: 3395 4883

# Terms of Service – Inspectly ApS

## THE FOLLOWING DEFINITIONS WILL BE USED IN THIS DOCUMENT

The part who has entered into an agreement with Inspectly ApS is hereinafter referred to as the Customer. Inspectly ApS who is the supplier of the service in the Agreement, is hereinafter referred to as the Supplier. The delivered software Inspectly shall be referred to in this agreement as Service. This contractual agreement shall be referred to in this agreement as Agreement.

### §1 USE

The conditions apply to all Inspectlys deliveries, e.g., delivery of the Service or consultancy assistance.

### §2 RIGHTS

The Supplier has the ownership and all intangible property rights to the software and backend systems developed by The Supplier, business concepts and the likes, as well as written material, including documentation, training material and reports prepared by The Supplier. This applies to both current and future editions of the above.

### §3 TRANSFER

Rights and obligations in accordance with the agreement between the Customer and The Supplier cannot be transferred by the Customer without The Supplier's consent.

### §4 CONTRACT, PRICE AND PAYMENT

The subscription is paid at the beginning of each month until the subscription is cancelled.

Billing of ongoing operational and implementation costs will occur at the "go-live" moment, as defined in the initially provided project plan. In the event of any delays caused by the supplier, billing will be done according to the revised project plan.

The Supplier has the rights to delete all data entered in the Service during the trial period, if the Customer has used a Trial subscription account. The supplier will not enforce the right of deletion of the Customers data if the Customer and the Supplier have an accepted and active agreement of subscription to the Service.

All prices are stated excl. VAT. Prices are adjusted annually on January 1 and the annual price adjustment will be between 3% and 5%.

If the chosen payment method is by credit card, the supplier is entitled to refuse or reject the chosen credit card, if the credit card is not created within the country the Service is made available to the Customer. In addition, the Supplier has the rights to reject the use of certain credit cards.

If the payment is not received in due time, the Supplier has the right to close the Customer's access to the Service. If the payment for the Service is overdue, the Supplier has the right to fairly charge penalty fees

and/or late fees if it is deemed necessary. It is always the responsibility of the Customer to make sure the correct email for receiving invoices is entered into the Service. Furthermore, it is the Customers responsibility to notice the Supplier if any invoice is not received in proper time.

## **§5 INFRINGEMENT POWERS**

Within the free trial period of the Service, the Customer has the possibility to explore the functionalities and limitations of the Service. With this the Customer renounces their infringement powers regarding the delivery of the Service. Within the free trial period the Customer likewise renounces their right to object to functionalities that may be added or removed from the Service.

## **§6 PRODUCT LIABILITY**

The Supplier carries no responsibility for damage to any loss of data other than mandatory legal rules, which The Supplier is subject to in Denmark, and only to the extent it follows such legal rules. The Supplier is without responsibility for indirect losses, including operating losses, lost earnings, consequential damages, increased operating expenses, lost profits, lost savings, or expenses relating to loss of data, including costs for its reconstruction, as well as damage caused by the delivery to real estate or movables. If a third party makes a claims liability against The Supplier or the Customer for liability in accordance with this provision, the other party must be notified immediately.

## **§7 FORCE MAJEURE**

The parties' obligations under the agreement are deferred by force majeure, which means matters beyond the parties' control, including strikes, and which the parties should not have considered entering the agreement. Conditions with The Supplier subcontractors which entails The Supplier not being able to fulfil its obligations to the Customer and cannot be overcome without disproportionately large costs for The Supplier are also considered force majeure.

Force majeure can only be invoked if the party in question has given written notice to the other party within 10 working days after the force majeure situation has occurred.

The part who is not affected by the force majeure situation is entitled to cancel the force majeure-affected delivery if significant parts of the delivery are not completed for more than 60 days.

## **§8 CONFIDENTIALITY AND REFERENCES**

The Supplier staff will not share information regarding the Customer's circumstances and The Supplier imposes, to the extent necessary, subcontractors and others who assist The Supplier with the delivery, similar obligations.

The customer is imposed similar obligations regarding information about the delivery, including information about the contractual and financial matters as well as information about The Supplier's matters.

The Supplier is entitled to use the Customer's name and company logo as reference on the website [www.Inspectly.com](http://www.Inspectly.com).

## **§9 RESIGNATION**

The agreement about ongoing services can be terminated by the Customer with 1 month's notice until the end of a month, unless otherwise agreed.

In connection with termination of the agreement, the customer's account is kept available until the agreement ends in accordance with the notice of termination. §4 on payment and closure in the event of nonpayment applies until the end of the agreement.

The customer's data is automatically deleted 30 calendar days after the subscription expires. It is up to the customer to export the data the customer may need after the subscription expires.

Possibly downgrading / adjustments of subscription agreements must be done with 1 month's notice by the end of the month.

After the termination of the agreement, the regulations which, by their nature, must be given validity, such as §8, remain in force.

### **§10 DISPUTES AND WARNING**

The agreement is subject to Danish law. All disputes shall, as far as possible, be settled amicably between the parties. If the parties are unable to reach a settlement by negotiation, either party may bring the matter before the courts.

However, legal actions may be taken in advance if the purpose would otherwise be wasted. Any lawsuit must be brought before the Court of Aarhus.

### **More Information**

These TOS are owned and published by:

#### **Inspectly ApS**

Lægårdsvej 24

8520 Lystrup

Denmark

VAT No.: DK33954883